

In Re:  
Janean I Lark  
and Ronald E Lark,

Debtors,

Case No. 04-34611

Chapter 7 Case

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY**

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TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on September 22, 2004 at 9:30 AM o'clock, in Courtroom No. 228A, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than September 17, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than September 13, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on August 6, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d) and Fed. R. Bankr. P. 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay in §362(a) to foreclose its lien against the 2003 Ford Escape 4D XLT 4WD (the collateral), and requests the court permit Movant to immediately enforce the order requested, lifting the 10 day stay imposed by Rule 4001(a)(3).

6. Movant requests relief from the stay for cause under §362(d)(1). Debtors are delinquent under the terms of the original contract with Movant. Movant requests relief under §362(d)(2). The Debtors have no equity in the collateral, and the collateral is not necessary to an effective reorganization.
7. Movant gives notice that it may, if necessary, call Jennifer Dean, or some other representative of Movant, from Movant's offices in Minnesota, to testify regarding the debt and value.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

**WHEREFORE**, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and such other relief as may be just and equitable.

Dated: August 23, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

MINNESOTA DEPARTMENT OF PUBL  
DRIVER & VEHICLE SERVICES DIVIS  
445 MINNESOTA ST., ST. PAUL, MN 55401

CONFIRMATION OF LIEN PERFECTION - DEED FOR MORTGAGE

LARK JANEAN ILENE  
LARK RONALD EDWIN  
1052 JEFFERSON ST  
SHAKOPEE MN 55379

Permit No. 171  
St. Paul, MN

\*

LDD268

1ST SECURED PARTY

**LIEN HOLDER**

03 Year	FORD Make	4WSPE Model	H2340R622 Title NR.
1FMYU93163KB01208 VIN		07/15/03 Security Date	NO Rebuilt

**RETAIN THIS DOCUMENT** - See reverse  
side of this form for removing this lien.

FMCC  
PO BOX 105704  
ATLANTA GA 30348-5704

**EXHIBIT A**

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)  
JANEAN ILENE LARK  
1052 JEFFERSON ST SHAKOPEE SCOTT MN 55379  
RONALD EDWIN LARK  
1052 JEFFERSON ST SHAKOPEE SCOTT MN 55379

CREDITOR (Seller Name and Address)  
APPLE FORD, SHAKOPEE  
P.O. BOX 240419  
APPLE VALLEY MN 55124

DJSB

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
USED	2003	ESCAPE		1FMYU93163K801208	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in 2001 FORD TRUCK \$ 12250.00 \$ 18032.65  
Year and Make Gross Allowance Amount Owning

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price \$ 19495.00(1)
- Down Payment  
Third Party Rebate Assigned to Creditor \$ N/A  
Cash Down Payment \$ 882.75  
Trade-in (description above) \$ 0.00  
Total Down Payment \$ 882.75(2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 18612.25(3)
- Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)  
To Public Officials  
(i) for license, title & registration fees \$ 332.75  
(ii) for filing fees \$ 7.00  
(iii) for taxes (not in Cash Price) \$ 470.93 \$ 810.68  
To Insurance Companies for:  
Credit Life Insurance \$ N/A  
Credit Disability Insurance \$ N/A  
To PREMIUM CARE for SERVICE CONTRACT \$ 1208.00  
To APPLE FORD, SHAKOPEE DOC FEE \$ 50.00  
To FMCC for NET TRADE-IN PAYOFF \$ 5782.65  
To EASYCARE for GAP INSURANCE \$ 449.00  
Total \$ 8300.33(4)
- Amount Financed (3 plus 4) \$ 26912.58(5)

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
8.90 %	\$ 6619.62	\$ 26912.58	33532.20	\$ 34414.95

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	59	\$ 558.87	monthly starting
	1 final	\$ 558.87	08/25/2003

Prepayment: If you pay off your debt early, you will not have to pay a penalty.  
Security Interest: You are giving a security interest in the vehicle being purchased.  
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL OR AGRICULTURAL USE CONTRACTS: If you purchased the vehicle for commercial or agricultural use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer: Janean Lark Co-Buyer: Ronald E. Lark  
Signs Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

## NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract, signed by both Buyer (and Co-Buyer) and the seller.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Janean Lark Ronald E. Lark  
Buyer Signs (Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Seller APPLE FORD, SHAKOPEE By [Signature] Title Finance

## QUESTIONS?



PLEASE CALL US AT 1-800-727-7000  
or  
Visit us at [www.fordcredit.com](http://www.fordcredit.com)  
02-001

ORIGINAL

EXHIBIT B

**A. Payments:** You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

**B. Security Interest:** You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

**C. Use of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

**D. Insurance:** You must insure yourself and the Creditor against loss or damage to the vehicle. The type and amount of insurance must be approved by the Creditor. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

**E. Late Payments:** You must pay any cost paid by the Creditor to collect any late payment, as allowed by law. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract if there is any default.

**F. Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. You must also pay attorney fees not to exceed 15% of the amount due and payable under the contract, and court costs payable by Ford Credit to obtain, hold, and sell the vehicle, collect amounts due and enforce Holder's rights under the contract. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If allowed by law, if you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**G. Consumer Reports:** You authorize Ford Motor Credit Company to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

**H. General:** To contact Ford Motor Credit Company about this account, call 1-800-727-7000. Also, you may make address and other selected changes at [www.fordcredit.com](http://www.fordcredit.com). Any change in this contract must be in writing and signed by you and the Creditor. The law of Minnesota applies to this contract. If that law does not allow all the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

**NOTICE — ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.\***

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

#### GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments; or (b) gives a release in full or in part to any of the other Guarantors; or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

Guarantor \_\_\_\_\_ Address \_\_\_\_\_

#### READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

#### RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

**Rights You And We Do Not Give Up:** If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded his authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or [www.adr.org](http://www.adr.org);
- J.A.M.S./Endispute, at 1-800-448-1850, or [www.jamsadr.com](http://www.jamsadr.com);
- National Arbitration Forum, at 1-800-474-2371, or [www.naf-forum.com](http://www.naf-forum.com).

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
Add CD (Cargo, S)					Add Cruise Control				
Add Dual Pwr Sliding Doors (Std. Limited)					Add Leather Seats				
Add Leather (Std. Ltd.)					Add Pioneer Stereo (Ex. Tremor)				
Add Power Seat					Add Power Door Locks				
Add Rear Air Cond.					Add Power Windows				
Add Rear Bucket Seats (Std. SEL, Limited)					Add Theft Recovery System				
Add Rear Entertainment Sys					Add Tilt Wheel				
Add Theft Recovery System					Deduct 4 Cyl. Eng				
Deduct W/out Cruise					Deduct W/out Air Cond				
*Std. SES, SEL, Ltd.					Deduct W/out AT				
<b>2004 E SERIES VAN-1/2-1 Ton-V8 MC: III</b>					<b>2004 F150 HERITAGE-1/2 Ton-V8 MC: III</b>				
E150 Cargo	E14				Style XL "WS" 6 3/4' F17*				
E150 Wagon	E11				Style XL "WS" 8' F17*				
E250 Cargo	E24				Styleside XL 6 3/4' F17*				
E250 Ext. Cargo	E24				Styleside XL 8' F17*				
F350 Cargo	E34				Flareside XL 6 3/4' F07*				
E350 Wagon	E31				Lightning 6 3/4' F07*				
E350 Ext. Cargo	S34				S-Cab XL "WS" 6 3/4' X17*				
E350 Ext. Wagon	S31				S-Cab XL "WS" 8' X17*				
Add Chateau Trim					Supercab XL 6 3/4' X17*				
Add XLT Trim					Supercab XL 8' X17*				
Add 6.0L T-Diesel Eng					<b>2004 F150-1/2 Ton-V8 MC: III</b>				
Add 6.8L V10 Eng					Styleside XL 6 1/2' F12*				
Add Alum/Alloy Wheels					Styleside XL 8' F12*				
Add CD Player					Styleside STX 6 1/2' F12*				
Add Leather Seats					Styleside XLT 6 1/2' F12*				
Add Power Seat					Styleside XLT 8' F12*				
Add Rear Air Cond.					Style FX4 6 1/2' (4WD) F14				
(Std. E350 Ext. Wagon)					Flareside STX 6 1/2' F02*				
Add Rear Bucket Seats					Flareside XLT 6 1/2' F02*				
Add Rear Entertainment Sys					Flare FX4 6 1/2' (4WD) F04				
Add Theft Recovery System					<b>2004 F150 SUPERCAB-1/2 Ton-V8 MC: III</b>				
Deduct W/out Air Cond					Supercab XL 6 1/2' X12*				
Deduct W/out Cruise					Supercab XL 8' X12*				
Deduct W/out Pwr Locks					Supercab STX 6 1/2' X12*				
Deduct W/out Pwr Wind					Supercab STX 6 1/2' X12*				
<b>2004 RANGER-1/2 Ton-V6 MC: II</b>					Supercab XLT 6 1/2' X12*				
Styleside	R10*				Supercab XLT 8' X12*				
Styleside LB	R10*				S-Cab FX4 5 1/2' (4WD) X14				
Flareside	R10*				S-Cab FX4 6 1/2' (4WD) X14				
Style Supercab 2D	R14*				Supercab Lariat 6 1/2' X12*				
Style Supercab 4D	R44*				Flare Super STX 6 1/2' X02*				
Flare Supercab 2D	R14*				Flare Super XLT 6 1/2' X02*				
Flare Supercab 4D	R44*				Flare SC FX4 (4WD) X04				
Add Edge Trim (Std. Tremor)					<b>2004 F150 SUPERCREW-1/2 Ton-V8 MC: III</b>				
Add FX4 Off-Road Pkg					XLT 5 1/2' W12*				
Add XLT Trim					FX4 5 1/2' (4WD) W14				
Add FX4/Level II O.R. Pkg					Lariat 5 1/2' W12*				
Add Tremor Pkg					<b>2004 F250 SUPER DUTY-3/4 Ton-V8 MC: III</b>				
Add 4 Wheel Drive					Styleside XL 8' F20*				
Add Alum/Alloy Wheels					Supercab XL 6 3/4' X20*				
Add CD Player					Supercab XL 8' X20*				

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - AUGUST 2004

D

Trade-In	BODY TYPE	Model No.	Loan	Retail	Trade-In	BODY TYPE	Model No.	Loan	Retail
Crew Cab XL 6 3/4' W20*					<b>200 Deduct W/out Cruise</b>			<b>200</b>	<b>200</b>
Crew Cab XL 8' W20*					*Std. Limited				
<b>2004 F350 SUPER DUTY-1 Ton-V8 MC: III</b>					<b>2003 EXPLORER SPORT TRAC-V6 MC: II</b>				
Styleside XL 8' F30*					17375 Utility 4D XLS	U67	15650	20350	
Supercab XL 6 3/4' X30*					18375 Utility 4D XLT	U67	16550	21425	
Supercab XL 8' X30*					19175 Utility 4D XLS (4WD)	U77	17275	22275	
Crew Cab XL 6 3/4' W30*					20175 Utility 4D XLT (4WD)	U77	18175	23325	
Crew Cab XL 8' W30*					<b>2003 EXPLORER-V6 MC: II</b>				
<b>F SERIES PICKUP OPTIONS</b>					12750 Wagon 2D Sport XLS	U60	11475	15300	
Add FX4 Off-Road Pkg					13750 Wagon 2D Sport XLT	U60	12375	16350	
Add Harley Davidson Trim					15475 Wagon 4D XLS	U62	13950	18200	
Add King Ranch Trim					17725 Wagon 4D XLT	U63	15975	20725	
Add Lariat Trim					20925 Wagon 4D Eddie Bauer	U64	18850	24125	
Add XLT Trim					21225 Wagon 4D Limited	U65	19125	24450	
(Heritage, Super Duty)					14550 2D Sport XLS (4WD)	U70	13100	17200	
Add 4WD (Std. F150 FX4)					15550 2D Sport XLT (4WD)	U70	14000	18275	
Add 6.0L T-Diesel Eng					17275 XLS (4WD/AWD)	U72/82	15550	20250	
Add 6.8L V10 Eng					19525 XLT (4WD/AWD)	U73/83	17575	22650	
Add 7700 Payload Pkg (F150 Heritage)					22725 E. Bauer (4WD/AWD)	U74/84	20475	26050	
Add Alum/Alloy Wheels (XL)					23025 Limited (4WD/AWD)	U75/85	20725	26375	
Add Audiophile Stereo Sys					<b>EXPLORER SPORT TRAC/EXPLORER OPTIONS</b>				
Add CD Player (XL)					450 Add NBX Package (XLT)		450	500	
Add Dual Rear Whls					300 Add 3rd Row Seat		300	350	
Add Hwy Duty Payload Pkg (F150)					500 Add 4.6L V8 Engine		500	575	
Add Leather Seats (Std. Lightning, Lariat)					450 Add Leather Seats (Std. Eddie Bauer, Ltd.)		450	500	
Add Power Seat (Std. Lightning, Lariat)					275 Add Pioneer/Audiophile Sys (Std. Eddie Bauer, Ltd.)		275	325	
Add Power Sunroof (Std. U63/73/83, EB, Ltd.)					200 Add Power Seat		200	225	
Add Rear Bucket Seats					600 Add Power Sunroof		600	675	
Add Rear Entertainment Sys					300 Add Rear Air Conditioning		300	350	
Add Theft Recovery System					550 Add Rear Entertainment Sys		550	625	
Deduct V6 Eng					75 Add Theft Recovery System		75	100	
Deduct W/out Air Cond					575 Deduct W/out AT		575	575	
Deduct W/out AT					200 Deduct W/out Cruise		200	200	
Deduct W/out Cruise					150 Deduct W/out Tilt		150	150	
Deduct W/out Tilt					<b>2003 EXPEDITION-1/2 Ton-V8 MC: IV</b>				
*Super Duty					21750 Utility XLT	U15	19575	25000	
<b>FORD</b>					27000 Eddie Bauer	U17	24300	30600	
<b>2003 ESCAPE-V6 MC: II</b>					23850 Utility XLT (4WD)	U16	21475	27250	
13025 Utility 4D XLS	U02	11725	15575		29100 Eddie Bauer (4WD)	U18	26200	32950	
14625 Utility 4D XLT	U03	13175	17300		650 Add FX4 Off-Road Pkg (XLT)		650	725	
16875 Utility 4D Limited	U04	15200	19675		400 Add Audiophile Stereo Sys (Std. Eddie Bauer)		400	450	
14825 Utility 4D XLS (4WD)	U92	13350	17500		550 Add Leather Seats (Std. Eddie Bauer)		550	625	
16425 Utility 4D XLT (4WD)	U93	14800	19200		700 Add Navigation System		700	800	
18675 Utility 4D Limited (4WD)	U94	16825	21750		275 Add Power 3rd Row Seat		275	325	
300 Add A/A Wheels (XLS)		300	350		700 Add Power Sunroof		700	800	
450 Add Leather Seats		450	500		200 Add Rear Bucket Seats		200	225	
275 Add MACH Stereo Sys		275	325		550 Add Rear Entertainment Sys		550	625	
600 Add Power Sunroof		600	675		75 Add Theft Recovery System		75	100	
75 Add Theft Recovery System		75	100		400 Deduct 4.6L V8 Eng		400	400	
725 Deduct 4 Cyl. Eng		725	725						
575 Deduct W/out AT		575	575						

SEE TRUCK OPTION PAGE FOR ADDITIONAL OPTIONS  
MIDWEST EDITION - AUGUST 2004

D

EXHIBIT C

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Janean I Lark  
and Ronald E Lark,

Debtors,

Case No. 04-34611

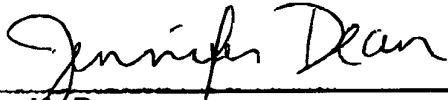
Chapter 7 Case

**VERIFICATION FOR MOTION FOR RELIEF FROM STAY**

I, Jennifer Dean, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 34868946.
2. The Debtor owes the Creditor \$24,982.20, payoff amount as of August 11, 2004, plus accrued unpaid interest thereon since that date. The monthly loan payment is \$558.81. As of August 11, 2004, the loan payments are in arrears \$1,676.61 for payments owing since May 25, 2004.
3. The debt owed to the Creditor is secured by a perfected lien on a 2003 Ford Escape Utility 4D XLT 4WD vehicle.
4. Debtor surrendered the collateral; Movant desires to sell it immediately.
5. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the loan documents are attached as Exhibit "B".

Dated: 8-20-04



Jennifer Dean  
Ford Motor Credit Company  
National Bankruptcy Svc Center  
P.O. Box 537901  
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Janean I Lark  
and Ronald E Lark,  
Debtors,

Case No. 04-34611

Chapter 7 Case

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**MEMORANDUM OF FACT AND LAW**

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Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

**FACTS**

Movant is the holder of a secured claim, and is thus a party in interest. Movant has a valid and perfected security interest in the collateral. The collateral is in Movant's possession or control. Debtor has expressed no intent to reaffirm or redeem. Movant desires to sell it immediately.

The total net balance due on the Contract is \$24,982.20 as of August 11, 2004. On information and belief, the collateral has an NADA retail value of \$19,200.00. NADA pages showing this collateral value are attached as Exhibit "C".

**ARGUMENT**

Pursuant to 11 U.S.C. §362(d)(1), a creditor is entitled to relief from the automatic stay "for cause, including the lack of adequate protection of an interest in property of such creditor." In this case, there is a lack of adequate protection as follows:

- Failure to make the payments required by the Contract since May 25, 2004.
- Failure to make payments due post petition under the Contract.

Movant has not been provided with adequate protection of Movant's interest in the collateral. Such circumstances constitute cause, within the meaning of §362(d)(1), justifying relief from the stay.

See, United States Association of Texas v. Timbers of Inwood Association, Ltd. (In re Timbers of Inwood Association, Ltd.), 484 U.S. 365, 108 S.Ct. 626, 98 L.Ed. 2d 740 (1988); In re Reinbold v. Dewey County



Bank, 942 F.2d 1304, 1306 (8th Cir. 1991). Pursuant to 11 U.S.C. §362(g), the burden is on the Debtor to prove adequate protection and/or absence of cause.

Pursuant to 11 U.S.C. §362(d)(2), relief from the automatic stay is also appropriate if the Debtor has no equity in the property and the property is not necessary to an effective reorganization. See, In re Gellert, 55 B.R. 970 (Bkrtcy. D.N.H. 1983). In the present case, the balance due Movant on the Contract is \$24,982.20. It appears Debtor has no equity in the collateral. No evidentiary hearing is required on the issue of equity unless Debtors dispute it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997). There is no reorganization proposed by the Debtor in this Chapter 7 case. Pursuant to 11 U.S.C. §362(g), the burden is on Debtor to establish that collateral is necessary for reorganization.

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: August 23, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Janean I Lark  
and Ronald E Lark,

Debtors,

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Linda Jeanne Jungers, declare under penalty of perjury that on August 23, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Janean I Lark  
8485 Grove Circle  
Shakopee, MN 55379

Ronald E Lark  
8485 Grove Circle  
Shakopee, MN 55379

Joseph L Kelly  
KELLY LAW OFFICE  
12400 Portland Ave S #120  
Burnsville, MN 55337

Patti J. Sullivan  
Trustee in Bankruptcy  
PO Box 16406  
St. Paul, MN 55116

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4th Street  
Minneapolis, MN 55415

Executed on: August 23, 2004

Signed: /e/Linda Jeanne Jungers  
Linda Jeanne Jungers  
STEWART, ZLIMEN & JUNGERS  
430 Oak Grove Street, #200  
Minneapolis, MN 55403

04-03399-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:  
Janean I Lark  
and Ronald E Lark,

Debtors,

Case No. 04-34611

Chapter 7 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on September 22, 2004 at 9:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to repossess and sell the  
2003 Ford Escape 4D XLT 4WD, VIN 1FMYU93163KB01208  
in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge